

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

IN RE APPLICATION OF:	§	DOCKET NO.: 19.0368 US
Peter T. Wu	§	
	§	
SERIAL NO.: 10/710,569	§	GROUP ART UNIT: 3672
	§	
FILED: July 21, 2004	§	
	§	
TITLE: Kick Warning System Using	§	EXAMINER: Robert E. Fuller
High Frequency Fluid Mode In A	§	
Borehole		

**TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING  
REJECTIONS (37 CFR 1.321(c)) AND STATEMENT UNDER 37 CFR 3.73(b)**

Honorable Commissioner for Patents  
Washington DC 20231

Sir:

Schlumberger Technology Corporation, having 100 percent interest in the instant application, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term of Prior United States Patent No. 6,957, 572, as the term of said prior patent is defined in 35 U.S.C. 154 to 156 and 173, and as the term of said prior patent is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

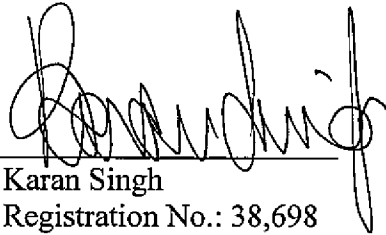
In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent identified above, as the term of said prior patent is presently shortened by any terminal disclaimer, in the event that said prior patent later: expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321; has all claims cancelled by a reexamination certificate; is reissued; or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The assignee of the entire right, title, and interest in the above-identified application is Schlumberger Technology Corporation, 110 Schlumberger Drive, Sugar Land, TX 77478 (P.O. Box 2175, Houston, Texas), incorporated in the State of Texas.

The assignment of the inventor to Schlumberger Technology Corporation was recorded on July 21, 2004, Reel 014878; Frame 0815.

The undersigned is an attorney of record and Attorney-in-Fact for Schlumberger Technology Corporation authorized to sign on behalf of the assignee.

Respectfully submitted,

By:   
Karan Singh  
Registration No.: 38,698

Date: January 25, 2007  
Schlumberger K.K.  
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## ASSIGNMENT

WHEREAS, the undersigned inventors hereinafter referred to as the "Inventors" each said Inventor's address being listed below

Peter T. Wu, citizen of the USA, whose post office address is 1623 Creekside, Sugar Land, TX 77478 USA

Has/have invented certain new and useful improvements in

### APPARATUS AND METHODS FOR MEASURING MUD SLOWNESS IN A BOREHOLE

as described and set forth in an application for Letters Patent of the United States of America, executed by me on the 11 day(s) of June, 2004 (24.0913).

WHEREAS each of the undersigned persons warrants that no person other than these undersigned persons are inventors of the above-described invention;

AND WHEREAS, Schlumberger Technology Corporation, hereinafter referred to as the "said COMPANY", a corporation duly organized, incorporated and existing under the laws of the State of Texas and having a place of business at 110 Schlumberger Drive, Sugar Land, Texas 77478 (P.O. Box 2175, Houston, Texas 77252-2175) is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefore;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that undersigned the Inventors, for good and valuable considerations, the receipt and sufficiency of which hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to the above-described invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements,

TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND said Inventors do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND said Inventors do hereby covenant and warrant that said Inventors have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that no said Inventors has executed and will execute any instruments in conflict herewith.

AND said Inventors, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that each Inventor, his or her executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions or improvements, application or applications, patents, rights, titles, benefits, privileges, and advantages hereby sold, assigned, confirmed, transferred and conveyed.

IN WITNESS WHEREOF, I, Peter T. Wu, have hereunto set my hand and seal this 11 day of June, 2004.


  
(signature of Inventor)

(L. S.)

State of Texas )

County of Fort Bend )

BEFORE ME this 11<sup>th</sup> day of June, 2004, personally appeared Peter T. Wu, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

  
Notary Public

SEAL

